

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

JON J. MARTE and MELISSA R. WARD,
individually and on behalf of others similarly
situated,

Plaintiffs,

v.

GENERAL DYNAMICS INFORMATION
TECHNOLOGY, INC.,

Defendant.

Case No. 1:15-cv-01297-TSE-TCB

**STIPULATION TO THE CONDITIONAL CERTIFICATION OF
THE COLLECTIVE ACTION AND THE DISTRIBUTION OF
COURT-SUPERVISED NOTICE PURSUANT TO 29 U.S.C. § 216(b)**

RECITALS

WHEREAS, on October 7, 2015, Plaintiffs Jon J. Marte and Melissa R. Ward (collectively “Plaintiffs”), individually and on behalf of all others similarly situated, filed a putative collective action complaint against Defendant General Dynamics Information Technology, Inc. (“Defendant” or “GDIT”), alleging, among other things, that Defendant failed to pay overtime wages for all hours over forty (40) hours per workweek to Plaintiffs and other allegedly similarly-situated employees as required by law under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et. seq.* (“FLSA”) (Dkt. 1, ¶ 2.);

WHEREAS, the parties, having met and conferred, determined that avoiding a protracted dispute over the scope of the collective action and the distribution of Court-supervised notice under 29 U.S.C. § 216(b) would benefit each party and would further the interests of conserving

the parties' and judicial resources and maximizing the efficiency of the prosecution of the Action; and

WHEREAS, the parties have reached this stipulation relating to the distribution of Court-supervised notice pursuant to 29 U.S.C. § 216(b).

STIPULATION

IT IS HEREBY STIPULATED AND AGREED, by and between undersigned counsel, subject to the approval of this Court, that:

1. The parties consent to entry of an order conditionally certifying a collective action and authorizing the distribution of Court-supervised notice under 29 U.S.C. §216(b) and incorporating the definitions, procedures and deadlines set forth below:

- a. The conditionally certified collective action shall consist of and notice shall be distributed to all individuals employed by GDIT in the United States pursuant to a requisition for the Information Technology Operations and Maintenance ("ITOM") contract listing the individual's Position Title as Sr. Engineer Systems and Posting Title as Systems Engineer (Deployment), at any time since February 3, 2013 with Defendant reserving all rights to assert that the claims of any opt-in Plaintiffs who separated from GDIT more than two years before their opt-in date are barred and also reserving all other rights and arguments as to decertification and the merits;
- b. To enable the dissemination of notice of this Action, Defendant will create a list of individuals authorized to receive notice pursuant to Paragraph 1.a.,

which will contain their name and current or last known address (the “Notice List”);

- c. Defendant will provide the Notice List to Plaintiffs’ counsel no later than [5] business days after the entry of the Notice Order;
- d. No later than [10] business days after entry of the Notice Order, Plaintiffs’ counsel will begin the “Notice Program” – the process of disseminating copies of the Notice of this Action (“Notice”) along with a Consent Form (a proposed version of both are attached hereto as Exhibit 1) to all persons listed on the Notice List by first class mail.
- e. The deadline for an individual mailed Notice to return (postmarking) the completed Consent Forms will be thirty (30) days following the commencement of the Notice Program.
- f. Plaintiffs will bear the cost of the Notice Program.
- g. Individuals who fail to time return a Consent Form may not participate in this action absent an agreement of the parties.

2. Plaintiffs’ counsel shall not use or disclose the Notice List, or any information on the Notice List, for any purpose other than to administer the Notice Program as set forth in this Stipulation, and Plaintiffs’ counsel shall not use or disclose the Notice List, or any information on the Notice List to solicit individuals for other lawsuits or causes of actions against GDIT. For the avoidance of doubt, as one example, Plaintiffs’ counsel may not use the Notice List to send follow-up communications to individuals on the Notice List unless an individual on the Notice List initiates contact with Plaintiffs’ counsel, in which case Plaintiffs’ counsel may direct communications to them.

3. This Stipulation or Order is without prejudice to all arguments, claims, and defenses of the parties, including but not limited to the applicable statute of limitations, whether this case or any other case may proceed as a collective action under 29 U.S.C. § 216(b), or whether this case or any other case may proceed as a class action under Rule 23 of the Federal Rules of Civil Procedure, and whether any class or collective action may be certified or decertified in this action or any other action.

Exhibit 1

NOTICE OF COLLECTIVE ACTION LAWSUIT

Jon J. Marte, et al. v. General Dynamics Information Technologies, Inc.

Case No. 1:15-cv-01297-TSE-TCB

United States District Court for the Eastern District of Virginia

TO: Any individuals who worked for General Dynamics Information Technologies, Inc. (“GDIT”) in the United States pursuant to a requisition for the Information Technology Operations and Maintenance (“ITOM”) contract listing the individual’s Position Title as Sr. Engineer Systems and Posting Title as Systems Engineer (Deployment), at any time from February 3, 2013 to the present date.

RE: Fair Labor Standards Act (“FLSA”) Unpaid Overtime Lawsuit

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.**

I. INTRODUCTION

This Notice is being sent to you by Order and under supervision by the United States District Court for the Eastern District of Virginia. The purpose of this Notice is: (1) to inform you of the existence of a collective action lawsuit filed against GDIT; (2) to advise you of how your rights may be affected by this lawsuit; and (3) to instruct you on the procedure for joining this lawsuit, if you wish to do so. You have been sent this notice because GDIT’s employment records indicate that you are eligible to participate in the collective action. **However, you are not required to join this lawsuit or take any other action in response to this Notice if you do not wish to participate.**

II. DESCRIPTION OF THE LAWSUIT

On October 7, 2015, Jon Marte and Melissa Ward (“Named Plaintiffs”) brought this lawsuit against GDIT on assert claims on behalf of themselves and allegedly on behalf of all other past and present employees GDIT employees in the United States who were employed by GDIT pursuant to a requisition for the Information Technology Operations and Maintenance (“ITOM”) contract listing the individual’s Position Title as Sr. Engineer Systems and Posting Title as Systems Engineer (Deployment) and who worked for GDIT on the ITOM contract at any time from February 3, 2013 through the present (“Proposed Collective”). The lawsuit was filed in the United States District Court for the Eastern District of Virginia.

The Named Plaintiffs allege that GDIT violated the overtime provisions of the Fair Labor Standards Act (“FLSA”) by failing to pay them at least one and one half times their regular rate for hours worked beyond 40 per workweek. The Named Plaintiffs have sued GDIT to recover all unpaid overtime compensation, liquidated damages, reasonable attorney’s fees, and litigation costs, on behalf of themselves and all allegedly similarly situated Sr. Engineers, Systems

GDIT denies that it has done anything wrong and opposes Named Plaintiffs' lawsuit. GDIT maintains that its Sr. Engineers, Systems were properly compensated at all times. GDIT claims that it complied in full with all applicable laws and denies any wrongdoing and/or liability to the Named Plaintiffs, the Proposed Collective, or any other past or present employee. GDIT further maintains that all past and present Sr. Engineers, Systems are properly classified as exempt under federal and state overtime laws. Moreover, GDIT asserts that even if one or more of them were not exempt, they were paid appropriate compensation for hours worked over 40 under the governing law.

The rights of the Named Plaintiffs or any member of the Proposed Collective have not been established and are not guaranteed or certain.

III. YOUR OPTIONS

If you do not want to join the lawsuit, do nothing. Do not complete and return the enclosed Consent Form.

If you fit the definition above and want to join the lawsuit, you may join this lawsuit by fully completing the attached "Consent to Join Lawsuit" Form ("Consent Form") and timely returning it in the mail in the enclosed, pre-stamped and self-addressed envelope. You may also join the lawsuit by completing the attached Consent Form and faxing it to (xxx) xxx-xxxx [Lead Plaintiffs' Counsel] or emailing it to xxxxxx@xxxx.com.

The signed consent form must be postmarked, faxed, or emailed by [30 days from mailing]. **If your signed consent form is not postmarked, faxed, or emailed by [30 days from mailing], you may not participate in this lawsuit.**

Even if you file a Consent Form, your continued right to participate in this suit will depend upon a later decision by the District Court that you and the Named Plaintiffs are actually "similarly situated" in accordance with federal law, that your claim has been filed within the applicable statute of limitations, and/or that you have not already had a claim for unpaid overtime against GDIT previously adjudicated.

IV. EFFECT OF JOINING THIS LAWSUIT

It is entirely your own decision whether or not to join this lawsuit. You are not required to take any action unless you so desire. If you choose to join in the suit, you will be bound by the judgment or settlement, whether it is favorable or unfavorable. If you join this action, and the court rules completely in favor of GDIT, you will be entitled to no relief and you will not be able to file another lawsuit regarding the disputed hours of work. If you choose to opt in to this lawsuit by filing a Consent Form you may be required to provide documents and information as part of GDIT's discovery into your claim, appear for a deposition to testify under oath before trial, and also testify in court in Alexandria, Virginia. Additionally, GDIT has the right to recover certain litigation costs should you join the lawsuit and not succeed on the claims.

The attorneys for the Named Plaintiffs are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fee. If there is a recovery, the attorneys for the Named Plaintiffs will receive a part of any settlement obtained or money

judgment entered in favor of all members of the collective action lawsuit. By joining this lawsuit, you designate the Named Plaintiffs as your agents to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Named Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit, including the settlement of your claims. These decisions and agreements made and entered into by the Named Plaintiffs will be binding on you if you join this lawsuit.

V. NO LEGAL EFFECT IN NOT JOINING THIS LAWSUIT

If you do not join this action, you will not be bound by any ruling, judgment, award or settlement, whether favorable or unfavorable. That means that, if the Named Plaintiffs (any others who choose to join them, if any) win, you will not be eligible to receive a payment; if they lose, you will not be bound by that judgment. If you choose not to join this lawsuit, you retain any rights, if any, that you have under the FLSA.

VI. NO RETALIATION PERMITTED

GDIT will not retaliate against any individual who joins this lawsuit.

VII. YOUR LEGAL REPRESENTATION IF YOU JOIN THIS LAWSUIT

If you choose to join this case by filing a Consent Form, you will be agreeing to representation by Named Plaintiffs' attorneys, identified below.

Robert J. Lowe, Jr.
Lowe & Associates, PC
P.O. Box 21556
Charleston, SC 29413
(843) 725-4500
(843) 725-4508 (facsimile)
rlowe@lowefirm.com

Patrick J. Kernan
Kernan Professional Group
777 D Street, NW
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pkernan@kernanprofessionalgroup.com

Edward J. Westbrook
James L. Ward, Jr.
Robert S. Wood
Richardson, Patrick, Westbrook & Brickman
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1037 Chuck Dawley Blvd., Bldg. A
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(843) 727-6500
(843) 216-6509 (facsimile)
ewestbrook@rpwb.com
jward@rpwb.com
bwood@rpwb.com

VIII. NO OPINIONS EXPRESSED AS TO THE MERITS OF THE CASE

This Notice is for the sole purpose of determining the identity of those persons who may

be entitled to and wish to participate in this lawsuit. The Court has expressed no opinion regarding the merits of Named Plaintiffs' claims or GDIT's defenses, and those claims may be subject to later dismissal if the Court ultimately finds that the claims lack merit or that they cannot be litigated collectively.

IX. FURTHER INFORMATION

Further information about this Notice, filing a Consent Form, or questions concerning this lawsuit, may be obtained by writing, telephoning or emailing any of Named Plaintiffs' counsel at the addresses, telephone numbers and email addresses provided above. **Please do not contact the Court.**

CONSENT TO JOIN LAWSUIT

I was employed by General Dynamics Information Technology, Inc. ("GDIT") in the United States pursuant to a requisition for the on the Information Technology Operations and Maintenance ("ITOM") contract listing my Position Title as Sr. Engineer Systems and Posting Title as Systems Engineer (Deployment) at some point since February 3, 2013. I want to be part of the action for unpaid overtime wages (*Marte, et. al. v. General Dynamics Information Technology, Inc.*, Case No. 1:15-cv-01297-TSE-TCB, pending in the United States District Court for the Eastern District of Virginia).

I agree to have Lowe & Associates, PC, Kernan Professional Group and Richardson, Patrick, Westbrook & Brickman as my lawyers. I also designate the Named Plaintiffs as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with Plaintiffs' counsel regarding attorneys' fees and costs, and all other matters pertaining to this lawsuit, including any settlement of my claims. Those decisions will be binding on me.

Print or Type Complete Name	Signature	Date	
Address: Street and Number	City	State	Zip Code
Daytime Telephone	Evening Telephone		
E-mail Address			

NOTE: If you DO NOT wish to join the lawsuit, Marte, et. al. v. General Dynamics Information Technology, Inc., Case No. 1:15-cv-01297-TSE-TCB, you are not required to complete or return this Consent Form or to respond to this Notice in any way